

REMARKS

Claims 51-69 are presented for examination in the instant application. Claims 51-69 have been rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Lidow (US 2002/0194057). Claims 53, 54, and have been amended. The Applicants submit that claims 51-69 are in condition for allowance and respectfully request reconsideration and withdrawal of the rejections. No new matter has been entered in this amendment.

Support for Claim Amendments

Applicant respectfully submits that support for each of the amended claim recitations can be found and consistent with page 12, lines 10-29 and page 13 lines 1-14.

Claim Rejections Under 35 USC § 103

Claims 51-69 have been rejected under 35 U.S.C. 103(a) as being unpatentable over Lidow. The Applicants respectfully traverse the outstanding rejections and submit that claims 51-69 are in condition for allowance.

Claim 54, as amended, recites:

“A method for facilitating supply chain collaboration over a network, the supply chain including an enterprise, enterprise sites, and at least one supplier, the method comprising:

aggregating demand received, at a central server of the enterprise, from a plurality of enterprise sites associated with the enterprise, the demand comprising materials requirements; wherein each of the plurality of enterprise sites comprises divisions that share common material requirements with divisions from others of the plurality of enterprise sites, the common material requirements for each of the divisions corresponding with a product or commodity;

generating an unconstrained forecast resulting from the aggregating, the unconstrained forecast generated at a product or commodity level, wherein the unconstrained forecast represents at least one of an aggregated demand and a projected forecast received from a group scattered among the plurality of enterprise sites, and wherein the unconstrained forecast does not take into consideration any resource constraints;

transmitting the unconstrained forecast over the network to each of the suppliers that service the enterprise sites for which the unconstrained forecast is generated;

receiving supplier capability statements over the network, the supplier capability statements received by the division at each of the enterprise sites from corresponding suppliers in response to the transmitting;

generating a squared set build plan that is site-specific build plan for each of the plurality of enterprise sites associated with the enterprise, the squared set build plan being generated by generating square sets and adding capacity constraints to the unconstrained forecast by imploding component data related to the unconstrained forecast and tracing the component data through a manufacturing cycle while factoring at least one of constraints and business rules, wherein square sets represent an exploded demand for the components;

generating a constrained forecast, wherein the constrained forecast is at least one of equal or less than the unconstrained forecast, and wherein the constrained forecast takes into consideration all resource constraints and limits the constrained forecast to most limiting constraints;

receiving a formal commitment from the suppliers that service the enterprise sites;

transmitting the constrained forecasts to the suppliers at an enterprise site level over the network, wherein the constrained forecasts are sent to only the suppliers who provided the formal commitment.” (Emphasis Added)

In addition, Claim 53, as amended, recites:

“A method of using an MRP system to facilitate supply chain collaboration comprising:

running an MRP system to generate an unconstrained forecast; [[and]]

generating a squared set build plan by generating square sets and adding capacity constraints to the unconstrained forecast by imploding component data related to the unconstrained forecast and tracing the component data through a manufacturing cycle while factoring at least one of constraints and business rules, wherein square sets represent an exploded demand for the components;

running the MRP system to generate a constrained forecast from the squared set build plan, said constrained forecast taking into account at least one supplier capability statement, a formal commitment from at least one supplier and said at least one supplier capability statement based on a supplier receiving said unconstrained forecast,

wherein the unconstrained forecast represents at least one of an aggregated demand and a projected forecast received from a group scattered among a plurality of enterprise sites, and wherein the unconstrained forecast does not take into consideration any resource constraints;

wherein the constrained forecast is at least one of equal or less than the unconstrained forecast, and wherein the constrained forecast takes into consideration all resource constraints and limits the constrained forecast to most limiting constraints,

wherein the constrained forecast is sent to only the suppliers who provided the formal commitment.” (Emphasis Added)

As discussed further herein, Lidow does not teach, suggest or otherwise disclose the generation of a squared set build plan and the implementation of the MRP to generate the constrained and unconstrained forecasts as well as the squared set build plan. In addition, Applicants claimed invention aggregates demand received from a plurality of enterprise sites associated with the enterprise. Once the constrained forecast is generated, it generates the squared set build plan *individually* for each of the plurality of enterprise sites associated with the enterprise. Although the Office Action has indicated that features such as the MRP and the squared set build plan are notoriously old and well known, the Office Action is incorrect that implementing such features in Applicant’s collaboration tool is obvious. “A patent composed of several elements is not proved obvious merely by demonstrating that each of its elements was, independently, known in the prior art.” *KSR Int’l Co. v. Teleflex Inc.*, 127 S.Ct. 1727, 1741 (2007). To find obviousness, the Examiner must “identify a reason that would have prompted a person of ordinary skill in the art in the relevant field to combine the elements in the way the claimed new invention does.” *Id.* Lidow is silent on these claimed features and it is evident that if these notoriously old features would have been so useful in Lidow’s invention, then Lidow would have implemented the features. Applicants once more respectfully point out that the Office Action indicates that Lidow does not show using a constraint based optimization tool running a squared set analysis; producing a squared set build plan; and inputting the build plan into an MRP tool, as in Applicants’ claimed invention. Therefore, it continues to be the case that the Examiner is using impermissible hindsight to come up with this combination. Applicant has amended Claims 53 and 54 in order to further recite the novelty and non-obviousness of the claimed invention.

Since Claim 62 contains similar features as Claim 54, Claim 62 is patentable over Lidow for at least the reasons given above for Claim 54. Because Lidow does not teach or make obvious the features recited in Applicants' Claims 53, 54 and 62, the Applicants submit that Claims 53, 54 and 62 are patentable over Lidow. Claims 51, 52, and 55-61 depend from what should be an allowable base Claim 54. Claims 63-69 depend from what should be an allowable base Claim 62. For at least these reasons, the Applicants submit that claims 51, 52, 55-61, and 63-69 are in condition for allowance and respectfully request reconsideration and withdrawal of the rejections.

CONCLUSION

It is believed that the foregoing amendments and remarks fully comply with the Office Action and that claims 51-69 are in condition for allowance. Accordingly, reconsideration and allowance is respectfully requested. In the event the Examiner has any questions regarding this Amendment, Applicants' attorneys respectfully request the courtesy of a telephone conference.

In the event that there are any additional fees with respect to this Amendment, Applicants' attorneys respectfully request that such fees be withdrawn from Deposit Account No. 50-0510.

Respectfully submitted,

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